

EXHIBIT 1

Long Beach Mortgage

Specialty Home Loans

 Washington Mutual

BROKER AGREEMENT

This Broker Agreement (the "Agreement") is made as of the 19th day of July,
20 04 by and between
CTX Mortgage Company, LLC, a Delaware limited liability company

the "Broker") and LONG BEACH MORTGAGE COMPANY, a Delaware corporation (the "Lender").

RECITALS

Broker is engaged in the activity of packaging loan applications for submission to Lender for a fee in accordance with Lender's program in effect at the time of submission. Lender is engaged in the activity of making loans and other extensions of credits.

TERMS AND CONDITIONS

Now, therefore, in consideration of the above recitals and the terms and conditions contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Broker agree as follows:

1. Broker will prepare and complete applications for loans to be secured by mortgages which shall meet all applicable requirements established by Lender at its sole and absolute discretion. Broker will submit such applications to Lender for consideration and for approval or denial at Lender's sole and absolute discretion.
2. Broker's status under this Agreement is that of an originator of loans. Nothing contained herein shall be construed to create the relationship of either employer and employee or principal and agent between Lender and Broker. Broker has no proprietary or exclusive right, title or interest in or to, or control over, any business of Lender or any area, state or jurisdiction in which Lender does or may do business. Broker is specifically prohibited from using Lender's name in any form of advertising. Lender may, at its sole and absolute discretion, cancel or discontinue any of its products with or without notice to Broker.
3. Broker shall obtain factual data, at its own expense, relating to the loan application, necessary to the proper and accurate completion of such application and which may be reasonably requested by Lender from time to time, including, but not limited to, written verification of employment, income, assets and other material information requiring verification.
4. Broker shall be familiar with the Federal Fair Housing Act and the Federal Equal Credit Opportunity Act which prohibit discrimination on certain bases in any aspects of a credit transaction. Broker acknowledges that the prohibitions extend to, among other things, imposing different rates or charges on members of a protected class or employing different negotiating strategies with such persons on a prohibited basis. Broker represents and warrants that, with regard to Broker's activities in general and the loan applications and documentation for which Broker is responsible in particular, Broker will comply with all applicable Federal, State and Municipal laws, rules and regulations as amended from time to time, including, but not limited to, the Federal Truth-in-Lending Act and Regulation Z thereunder, the Federal Fair Credit Reporting Act, the Federal Fair Housing Act, the Federal Equal Credit Opportunity Act, and the Federal Real Estate Settlement Procedures Act and Regulation X thereunder. Broker acknowledges that (a) Lender will adhere to the Fair Housing Act and the Equal Credit Opportunity Act in all aspects of the credit process including the pricing of mortgage loans, (b) Lender maintains loan underwriting standards designed to ensure that loan applicants will be placed at the correct credit risk level on a non-discriminatory basis, (c) Lender's wholesale price sheets reflect the price it seeks to obtain for mortgage loans at each credit risk level and that Broker may charge borrowers such additional amounts as may be permitted by applicable law, (d) Lender reserves the right to reject Broker's proposal or make a counteroffer when it believes Broker's proposed compensation and costs are not permitted under the fair lending laws, (e) Broker must provide the proposed borrower with such disclosures concerning Broker's compensation as may be required under applicable law and (f) Lender offers Broker the opportunity to undergo fair lending training which includes a detailed discussion of (I) the purpose of, and prohibitions contained in, the Fair Housing Act and the Equal Credit Opportunity Act, (II) individual and principal liability for violations of the Fair Housing Act and the Equal Credit Opportunity Act and (III) Lender's policies regarding discrimination, including the policy that it is unlawful to make differing initial price quotations on the basis of a loan applicant's race, national origin, sex or age.
5. All loan applications submitted to Lender by Broker will be prepared by trained employees of Broker, competent in all aspects of mortgage lending activities.
6. Upon completion, Broker shall forward an executed original application to Lender for consideration. Broker shall not commit itself or Lender to approve or fund any loan without Lender's express prior written consent.
7. In the event an application is approved, Lender will make all arrangements for closing and funding the loan.
8. If a submission of a loan application by Broker to Lender results in the closing of a loan by Lender, the Lender shall pay to Broker a fee to compensate Broker for its actual services rendered in packaging the

loan application and not as a commission or any other type of consideration. Such payments shall be made only if such loan is closed by Lender and only after said loan closing. Such payments shall be paid by Lender's check made payable to Broker. No payment shall be due to Broker on account of any refinancing or other subsequent transactions between Lender and the respective borrower(s).

9. Any notice, written or oral, to any applicant of approval or denial of any loan application submitted to Lender shall come only from Lender. Broker shall not, in any event, inform any applicant of Lender's decision to approve or deny any such loan application without the express prior written consent of Lender.
10. No sale, transfer or assignment of all or part of any interest in this Agreement or of the duties, obligations, rights or privileges created hereby shall be valid without the express prior written consent of Lender.
11. In the event any applicable state law requires Broker to be licensed, Broker shall maintain such license in good standing while this Agreement is in force. This Agreement shall hereby terminate upon loss of such license by Broker. Broker shall provide Lender documentation evidencing said license's existence and validity on a regular basis or upon Lender's request.
12. This Agreement may be terminated upon written notice by either party to the other at any time after thirty (30) days from the date first set forth above.
13. Broker warrants with regard to each application submitted to the Lender that Broker has no agreement with the applicant or any other person whereby Broker will receive any compensation or consideration as a result of Lender's making of a loan to the applicant other than is provided in this Agreement.
14. Broker will indemnify, defend and hold Lender and its officers, agents, employees and representatives harmless from any and all costs, claims, charges, actions, causes of action, losses or liability arising either directly or indirectly, regardless of any indemnitee's negligence, by reason of Broker's negligence, a breach of the terms or conditions of this Agreement, or in any way as a result of an inaccurate or incomplete application or other documentation prepared by or at the direction of Broker. Broker's duty to defend and indemnify Lender under this paragraph shall arise immediately upon notice by Lender, without the requirement that Lender have previously become liable to others or have been required to pay any amounts whatsoever. To the extent Lender determines Broker has breached any provision(s) of this Agreement and there are due and owing any sums of money from Lender to Broker, Lender shall be entitled to withhold all such sums as a set off which set off shall be in addition to, and not to the exclusion of, any other remedies available to Lender. The provisions of this paragraph shall remain effective and inure to the benefit of Lender and its officers, agents, employees and representatives notwithstanding the expiration, cancellation, termination or completion of this Agreement.
15. Lender shall be under no obligation to deal with any applicant in any manner different from the manner in which it treats other loan applicants whose applications are not submitted by Broker. Lender may, in its sole and absolute discretion, decide whether or not to make a loan to an applicant and may determine in its sole and absolute discretion the terms and conditions of any such loan. Broker represents and warrants to Lender that it will not represent to anyone that an applicant will receive any more favorable or different treatment from Lender than had said applicant's loan application not been submitted to Lender by Broker.
16. Neither Broker nor any of its officers, agents, employees or representatives will divulge, reveal, disclose or publish any matters concerning trade secrets, proprietary or confidential information, private affairs, dealings and concerns of Lender or its affiliates or subsidiaries except in accordance with the Addendum to Mortgage Broker Agreement Confidentiality. Neither Broker, nor its officers, agents, employees or representatives shall use any information of any character which may be acquired as a result of this Agreement except for the exclusive purpose and benefit of Lender or its subsidiaries or affiliates except in accordance with the Addendum to Mortgage Broker Agreement Confidentiality. No publication may be made of this Agreement or of any information derived as a result of this Agreement without Lender's express prior written consent.
17. Failure to object or to take any affirmative action with respect to any conduct which is in violation of the terms of the Agreement shall not be construed as a waiver of such violation or any future violation, breach or wrongful conduct.
18. After the submission of an application upon which Lender advances funds, neither Broker nor any parent, subsidiary, affiliate, successor entity or company related by any common shareholder shall solicit the individual or individuals made the subject of that loan application for the purpose of satisfying Lender's loan or for any other purpose, including but not limited to the offering of insurance products, payment programs or any other ancillary services or products to such individual or individuals, nor shall Broker satisfy or arrange, negotiate, procure, refer or in any way assist the satisfaction of said loan by any party whatsoever. The parties hereto agree and acknowledge that the foregoing does not prohibit Broker nor any parent, subsidiary, affiliate, successor entity or company related by any common shareholder from engaging in general advertising, or from responding to requests for service initiated by such individual or individuals.
19. This document contains the entire Agreement between the parties respecting the services made the subject hereof. Any agreement or representation in relation thereto not expressly set forth in this document is null, void and of no force or effect.

20. Any notice that is required or permitted by this Agreement may be given by mailing the same, postage prepaid by certified mail, addressed as follows:

If to the Broker:_____

CTR Mortgage Company, LLC
3728 N. Harwood, Dallas, TX 75201
Attn: Kerry Dannenberg, with a separate copy to General Counsel at the same address

If to the Lender: Long Beach Mortgage Company

1300 E. Woodfield Road, Suite 201
Schaumburg, IL 60173-6075
ATTN: Senior Vice President – Delphie Condensa

21. This Agreement shall be governed by and construed in accordance with the substantive laws of California without regard to its choice of laws provisions. Venue shall be the appropriate court within Orange County, California. In the event either party to this Agreement brings an action or files a lawsuit against the other party in connection with any transaction involving, related to, or arising out of this Agreement, the prevailing party in such action or lawsuit shall be entitled to recover from the other party all of its costs and expenses, including reasonable attorneys' fees, incurred therein.

In witness whereof, the parties hereto have executed this Agreement on the date first written on page one hereof, but the Agreement is not effective until Broker shall have secured the necessary approvals and licenses required by law, or otherwise, in order to perform the duties under this Agreement.

"Lender"

LONG BEACH MORTGAGE COMPANY,
a Delaware Corporation

By: _____
AUG 5 2004

Its: Tim Meyer, AVR Broker Due Diligence

"Broker"

By: _____

Its: Ex. V.P.

By: Bradley M. Capi

Its: Associate General Counsel